

STATE OF ~~GEORGIA~~
~~Alabama~~
COUNTY OF ~~DOUGLAS~~
~~Shelby~~

This instrument prepared by:

Plantation Pipe Line Company
P. O. Box 18616
Atlanta, Georgia 30326

01/18/2002-03438
RIGHT-OF-WAY GRANT
02:52 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 14.50

KNOW ALL MEN BY THESE PRESENTS, That for and in of the sum of (\$10.00) and valuable considerations to the undersigned owner(s) (GRANTOR) paid by PLANTATION PIPE LINE COMPANY (GRANTEE), receipt of which is hereby acknowledged, the undersigned hereby grant(s), bargain(s), sell(s), convey(s) and warrant(s) to PLANTATION PIPE LINE COMPANY, a Delaware and Virginia corporation, its successors and assigns, a perpetual, right of way and easement for the purpose of the right to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon and remove underground conduits, cables, wires, underground splicing boxes and other appurtenances for the transmission of data or communications (including, without limitation, pipeline data) for and by others. The Easement shall more particularly described as follows:

6.2 acres of land lying in Section 10, Township 20S, Range 1W in Shelby, County, AL; being the property described in that certain Warranty Deed dated December 16, 1980, recorded under Volume 330, Page 214, dated December 16, 1980, in Register of Deeds of Shelby County, Alabama.

together with the right of ingress and egress and unimpaired access over and across the above-described lands and adjacent lands of the Grantor for all purposes incident to said right of way and easement and the right of division or assignment in whole or in part of all rights herein granted and together with a 25-foot temporary easement to provide work space along and adjacent to the easement as Grantee, and in its sole discretion, may deem necessary from time to time.

It is agreed that all of the said pipelines shall be located within a strip of land 50 feet in width, the centerline of which, unless otherwise specified shall be the centerline of the existing 10" pipeline heretofore installed by Grantee through, under and across said lands. The parties agree and confirm that Grantee may use such area contiguous to the aforesaid 50 foot strip as may be reasonably necessary in the exercise of its easement rights.

TO HAVE AND TO HOLD the said easement unto the Plantation Pipe Line Company, its successors and assigns, so long as a pipeline or communications systems are maintained thereon.

The undersigned Grantor(s), (his, her, their, its) successors, heirs or assigns, reserve the right to use and enjoy the said premises, except as the same may be necessary for the purposes herein granted.

The undersigned covenant to and with Grantee, its successors and assigns, that the undersigned (is, are) the owner(s) of the above-described lands and (has, have) the right, title and capacity to convey the right of way and easement hereby granted.

The Grantor herein acknowledges the payment of an additional valuable consideration to Grantor as advance payment in full for all claims and demands which Grantor (his, their) heirs at law, personal representatives, assigns, and assigns in title, shall have or claim for damages to Grantor on account of the future laying and construction of Grantee's communications systems to be constructed after the execution and delivery of this instrument in, under the property hereinabove described. By written instrument of even date herewith, Grantor has released and discharged Grantee from all such damages and Grantee is hereby granted and conveyed full rights to exercise its rights herein granted to install and construct such pipelines without the payment of further damages therefor in accordance with the terms of said written instrument releasing Grantee from such damages.

Delay of Grantee in locating or determining the right of way herein conveyed, or in the user of any other right or easement hereby granted, or in the laying or installing any line and communications systems in or along said rights of way, shall not result in the loss, limitation, or abandonment of any of the right, title, interest, easement or estate hereby granted. The Grantor(s) agree(s) to leave such pipeline(s) undisturbed as to location and depth.

It is understood and acknowledged by the undersigned that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on the Grantee.

The terms and provisions hereof shall inure and be binding upon the parties hereto, their respective heirs, successors or assigns.

*After recording
Send to:*



Service Resources Corporation
One Premier Plaza
5605 Glenridge Drive, Suite 870
Atlanta, GA 30342

AL-SH-103

Inst 2002-03438

IN WITNESS WHEREOF, this instrument is executed, signed and sealed by the undersigned this 30th day of May, 2000.

WITNESSES:

Wileen Bearden
(SEAL)

GRANTOR:

Janice Bearden
Janice Bearden

(SEAL)
Joan Marison
(SEAL)
Notary Public

Corporate Acknowledgment

STATE OF GEORGIA)
CITY OF _____) TO WIT:
COUNTY OF _____)

I, _____, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____ and _____, whose names are signed to the foregoing writing bearing date on the ____ day of _____, 2000, as _____ President and _____ Secretary, respectively, of _____, have this day acknowledged the same before me in my jurisdiction foresaid.

Given under my hand this _____ day of _____, 2000.

Notary Public

My Commission Expires: _____

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